

UNITED STATES BANKRUPTCY COURT
NORTHERN DISTRICT OF NEW YORK

IN RE:

SAGE DEY, INC., et al
Debtors

CASE NOS. 92-63598
through 92-63600
(Jointly Administered)

Chapter 11

APPEARANCES:

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STEPHEN D. GERLING, U.S. Bankruptcy Judge

MEMORANDUM-DECISION, FINDINGS OF FACT,
CONCLUSIONS OF LAW AND ORDER

Before the Court is the initial interim fee application ("initial application") of Ernst & Young ("E & Y") seeking a fee of \$100,943.00 for accounting services rendered to the Official Committee of Unsecured Creditors ("Committee") during the period December 16, 1992 through April 30, 1993.

A hearing on the initial application was held on notice to creditors at Syracuse, New York on August 31, 1993. While there were no written objections to the initial application other than a general objection to the fees of all professionals in these cases filed by Poly-Commodity Corp., an unsecured creditor, at the hearing E & Y consented to a 20% reduction in its initial

application and a 15% holdback of the reduced amount.

The Court reserved decision on the initial application and requested a further explanation of the services with specific emphasis on how these services benefitted the Committee.

On September 22, 1993, Siegel, Sommers & Schwartz, Esqs., the Committee's counsel filed the affidavit of Lawrence C. Gottlieb, Esq., a member of the firm, satisfactorily responding to the Court's inquiry.

Based upon the Gottlieb affidavit, the Court will approve a fee to E & Y of \$80,754.40 and direct that 15% thereof or \$12,113.16 be held back pending a further order of this Court. Thus the Debtor shall forthwith pay over to E & Y the sum of \$68,641.24.

With regard to its request for reimbursement of expenses, E & Y has filed a summary of various expenses followed by photocopies of miscellaneous receipts which presumably support the summary. This Court has neither the time nor the inclination to attempt to match the receipts with the summary. The Court concludes, therefore, that Local Rule 17(b) has not been complied with and disallows all reimbursement of expenses without prejudice.

IT IS SO ORDERED.

Dated at Utica, New York

this day of November 1993.

STEPHEN D. GERLING
U.S. Bankruptcy Judge